


SECTION 1

-SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

2. CONTRACT NO.		3. AWARD EFFECTIVE DATE		4. ORDER NUMBER		1. REQUISITION NUMBER		PAGE 1 OF 1 of 65	
						5. SOLICITATION NUMBER SP0410-01-R-0747		6. SOLICITATION ISSUE DATE 11/20/2000	
7. FOR SOLICITATION INFORMATION CALL 		A. NAME Eileen Wilck		B. TELEPHONE NUMBER (NO COLLECT CALLS) / E=Mail Ewilck@dscr.dla.mil (804) 279-3034, (804) 279-3715				8. OFFER DUE DATE *	
9. ISSUED BY		CODE		SP0410		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> 8(A) SIC: SIZE STANDARD: 500		11. DELIVERY IS FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
Defense Supply Center Richmond (DSCR) Directorate of Executive Procurement ATTN: Eileen Wilck, DSCR-CGA 8000 Jefferson Davis Highway Richmond, VA 23297-5325						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS	
						13b. RATING C9E			
						14. THIS ACQUISITION IS <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO:		CODE				16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE	
						See page 2		C92104	

TELEPHONE NO.

<input type="checkbox"/> 17.B. CHECK IF REMITTANCE IS DIFFERENT AND SUCH ADDRESS IN OFFER						18.b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES					21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
	See SECTION 2, CONTINUATION OF BLOCKS FROM SF 1449										
	See RFP Statement of Work										
*	This RFP is effective from 11/20/00 to 11/20/01										
	(ATTACH ADDITIONAL SHEETS AS NECESSARY)										
25. ACCOUNTING AND APPROPRIATIONS DATA will be cited on each electronic order								26. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3, AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
<input type="checkbox"/> 27b. CONTRACT/ PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES. TO ISSUING OFFICE. CONTRACTOR AGGREGES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input type="checkbox"/>						29. AWARD OF CONTRACT: REFERENCE <u> </u> OFFER DATED <u> </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH. <input type="checkbox"/>					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER		
						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (PRINT)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41 c. DATE SIGNED		42b. RECEIVED AT (LOCATION)					
						42 c. DATE REC'D (YY/MM/DD)					

PERFORM (DLA)

STANDARD FORM 1449 (EG) (10-95) PRESCRIBED BY GSA FAR (48 CFR) 53.212

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136
Expires: 09/30/98

Page 1 continuation:

BLOCK:

#9) Contractors should submit proposals to the address shown in Block 9.

#15) The delivery location(s) will be provided with each Delivery Order.

#17b) Contractor shall insert their remittance address if different from the address shown in block 17(a):

18a) Payment will be made by:

Defense Finance & Accounting Services
(Specific address will be provided contract award)

NOTE: If contractor elects to only accept orders via Government Purchase cards, payment will be made by the purchase card bank.

PROPOSALS MAY BE PROVIDED UNDER THIS SOLICITATION UNTIL 11/20/01.

12-1 NOTICE TO OFFERORS - COMMERCIAL ITEMS DSCR (MAY 1999)

This () Firm Fixed Price (X) Fixed Price with Adjustments IAW 52.216-9G17 (Section III)

NAISC: many Size Standard: 500 for Non-Manufacturers.

DPAS Rating (15 CFR 700): C9E FOR ALL NON-COMMERCIAL END ITEMS

F.O.B.: [x] Destination [] Origin
Inspection Point: [x] Destination [] Origin
Acceptance Point: [x] Destination [] Origin

Offers submitted in other than U.S. currency and English language may be rejected.
(End of Note)

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Note: Offerors are responsible for monitoring the DSCR procurement homepage at <http://www.dscr.dla.mil/proc/emapl.htm> for amendments to this solicitation.

Section B

What is the DoD EMALL?

The DoD EMALL is an internet-based ordering service that will allow DoD as well as other federal worldwide customers to “shop” for products from a variety of sources based on price, delivery, product description, GIF (Graphical Image File) images of the selected parts, CAD (Computer Aided Design) models, and vendor performance. The DoD EMALL web site is available 24-hours a day, seven-days a week. You can visit the DoD EMALL without registering at <http://www.emall.dla.mil>. Unregistered visitors can not see price or delivery. The DoD EMALL is a product of The Defense Logistics Agency (DLA) and the Joint Electronic Commerce Program Office (JECPO).

We seek products used by military and Federal consumers. Our emphasis is on commercial products that can be ordered and shipped promptly. You will be able to control size of your database and the geographical area that you wish to serve. Before completing your proposal under this solicitation, please review the Federal Supply Class (FSC) listings supported by DLA’s supply centers to ensure that the majority of your products fall under the management of DSCR. You can access all of the FSCs managed by DSCR, Defense Supply Center Philadelphia (DSCP) and Defense Supply Center Columbus (DSCC) from DSCR’s home page at: <http://www.dscr.dla.mil> and follow the “Business Opportunities” link, then under “Sources of Procurement Information,” click on “Federal Supply Class Listings.” If you determine that the majority of your items are managed by one of DLA’s other supply centers, your contracting points of contact are as follows:

DSCC – Jim Secrist, email james_secrist@dsccl.dla.mil

DSCP – Brian Dudek, email bdudek@dscpl.dla.mil

Surplus and refurbished items are not permitted on the DoD EMALL at this time. Items requiring source inspection are not permitted. Items with long delivery lead times or uncertain availability should not be offered. Other restrictions may apply. Computer hardware and software end items can be placed on DOD EMALL by contacting Brian Dudek, (215) 737-5872, bdudek@dscpl.dla.mil.

SECTION C

DOD EMALL

Statement of Work

(REVISED NOVEMBER 20, 2000)

1. Scope of Work

This Statement of Work (SOW) defines the requirements for the application of the Department of Defense Electronic Mall (DoD EMALL). Through the DOD EMALL, military customers and other authorized users, can search for and order spare parts and other needed logistics support items conveniently and quickly. DOD EMALL customers can place orders for items that are in DLA stock or directly from vendors who are participating in the DOD EMALL.

In accordance with clause 52.216-22, Indefinite Quantity, the EMALL IDIQ contracts will be subject to a guaranteed minimum of \$ 100.00 for the initial contract ordering period only. The annual maximum contract value is \$1,500,000.00.

2. Concept Goals

The DOD EMALL consists of a powerful search engine that quickly provides information on products, prices, and delivery options. DOD EMALL features include:

- a. Customers may search for items by National Stock Number (NSN), NIIN, and part number, product name, or item characteristics.
- b. All vendor items must be covered by a long-term contract permitting customers to order items to be shipped directly from the vendor at discounted prices.
- c. DOD EMALL customers are able to acquire items by traditional MILSTRIP/FEDSTRIP requisitions or with the Government Purchase credit card.

3. General Requirements

The Defense Logistics Agency does not warrant the accuracy, completeness, or timeliness of information provided through DOD EMALL. The Defense Logistics Agency and the DOD EMALL support contractors shall not be held liable for loss or damages resulting from information provided through these systems.

The Defense Logistics Agency reserves the right to change the terms and conditions for participation in the DOD EMALL. Vendors will be notified of such changes at least 15 calendar days prior to implementing changes that impact vendor participation. Vendors can terminate participation at their discretion if the changes are unacceptable.

The vendor for any reason can terminate participation in the DOD EMALL at any time provided that ten working (10) days written notice is given and confirmed by the Contracting Officer. Individual delivery orders already placed with the vendor prior to confirmed termination remain in effect. (Also see FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS, paragraphs [l] and [m]). Participation in the DOD EMALL is not transferable.

4. Data Content Management

a. The DOD EMALL permits vendors to offer products by three different methods. All methods will be equally accessible to DOD EMALL customers, Select one for planning purposes, you are free to change methods at any time:

_____ 1) **Contractor-Hosted Catalog Approach.** The Contractor Hosted Approach is the preferred method for participation in the DOD EMALL. The contractor allows DOD EMALL to access product information from their in-house contractor-hosted catalog database (Contractor server) using DOD EMALL software that facilitates the electronic commerce process. Contractors who choose this approach will maintain their own catalog data in-house and ensure continuous access to it by DOD EMALL customers. The Government will furnish the contractor with the PartNet software and ePort. The PartNet software queries each remote vendor's catalog database according to query criteria submitted by a customer over the Internet. Results are returned to the customer in a single, integrated view. Note: For detailed information, see Attachment 1.

_____ 2) **Contractor-Hosted Catalog Approach using a Third (3rd) Party Service Provider.** The contractor's commercial catalog may be hosted by a third party catalog hosting service selected and paid for by the Contractor's company. The Third Party Host must agree to use the PartNET software as an ePort to ensure uniformity in search engines. Contractors who choose this approach will maintain their catalog data with tools to be provided by the Third Party Host. Agreements between the Contractor and the Third Party Host must cover maintenance of the catalog data and ensure continuous access to it by DOD EMALL customers. The Third Party Host must include the required data elements listed in Attachment 4, be able to execute the ANSI transaction sets specified in this solicitation, and be capable of receiving shipment status from the Contractor for posting to the DoD EMALL. A list of potential Third party hosts is available at http://www.acq.osd.mil/ec/ecip/van_list.htm. The Electronic Commerce Resource Center's web site at <http://www.ecrc.ctc.com/> also is available to provide useful information. For detailed information, see Attachment 2.

_____ 3) **DoD Hosted Catalog Approach.** The third method is to allow the DoD to host your data for one year at no charge. Small businesses would be allowed to continue beyond one year at a cost, large businesses must find alternative means to host their data after one year. The cost will be based on a transaction fee not yet determined.

b. Product/Catalog Data Elements.

See Attachment 4, Catalog Loading Format for DoD EMALL. The fields indicated in bold type are required fields. All other fields are preferred, but are not mandatory.

5. Order and Payment Process

a. *Order Process.* Vendors can receive orders via EDI or encrypted e-mail (for credit card orders only). The EDI orders will be in conformance with ANSI X12 version 3050. Additional EDI transactions may be required such as:

850 Purchase Order
855 Purchase Order Acknowledgement
810 Invoice

b. *Payment Process.* EMALL vendors may choose to receive payment directly via customer's credit card (i.e., VISA or Master Card) or by invoicing DFAS. Please select the payment option you wish to accept:

_____ 1) Vendor accepts **encrypted e-mail orders only, customers can only pay by credit card**, not MILSTRIP. At the end of each quarter the vendor must rebate the current Cost Recovery Rate (CRR) for their EMALL direct credit card sales to DFAS via Electronic Funds Transfer. A designated DFAS account will be identified at time of award.

_____ 2) Vendor will accept **EDI 850 orders** (can use a Value Added Network). **Customers will be able to order by credit card or MILSTRIP/FEDSTRIP.** DLA will convert the customer's credit card order to a MILSTRIP EDI transaction. Vendors will invoice DFAS for payment. Invoices to DFAS should be submitted electronically and will be paid by Electronic Funds Transfer (EFT). All EMALL vendors must be registered in the Central Contractor Registry (CCR) in order to receive payment.

_____ 3) Vendor accepts **encrypted e-mail orders for material purchased via the Government purchase card and EDI 850 orders for items ordered via MILSTRIP/FEDSTRIP.** For orders received via email, payment will be made via the customer's credit card. At the end of each quarter, the vendor must rebate the current Cost Recovery Rate (CRR) for their EMALL direct credit card sales to DFAS via Electronic Funds Transfer. A designated DFAS account will be identified at time of award. For orders received via 850 transactions, vendor will invoice DFAS for payment. Invoices should be submitted electronically and will be paid by Electronic Funds Transfer (EFT).

NOTE: Fast Payment Procedures may be used with the DFAS invoice payment method. See Clause FAR 52.213-1 FAST PAYMENT PROCEDURE.

6. Price

a. *Pricing Methodology.*

1) Vendor prices shall always be as low or lower than prices offered to the vendor's most preferred customers for similar items and quantities purchased. The vendor will affirm this statement contractually.

- 2) The DoD EMALL will add the DLA Cost Recovery Rate to vendor prices. The vendor will receive the original asking price. Vendor prices must include any applicable taxes, shipping, and handling costs.
- 3) Vendors should provide quantity discounts as DoD customers often buy in bulk.
- 4) Vendors may set minimum order dollar values.
- 5) Vendors may set Regional Prices under which prices are based on shipping destinations. Regional pricing allows vendors to set pricing zone zip codes or country codes and map prices to specified regions.
- 6) Vendors may elect to have their catalogs shown only to customers within a specific geographical region. Under this option, customers will be limited to viewing and shopping vendor's commercial catalogs based on the geographical region in which they are located.
- 7) Pricing can also be set for ground, next-day, or two-day shipping.

7. Price Updates

- a. Vendors are free to update pricing on a near real-time basis in order to remain competitive. Price increases will be limited to a percentage threshold set forth in Clause 52.216-9G17 (Sec III). If prices increase above the negotiated ceiling, the contractor shall notify the Contracting Officer in writing within 10 days of the increase and provide price documentation justifying the change.
- b. The Government reserves the right at any time to review price changes to the EMALL. If the Government determines that a price change is not reasonable, participation in the EMALL will be suspended pending action by the contractor to justify or lower the price. Any changes to basic contract pricing methodology or discount structure must be agreed upon by both parties and confirmed by bilateral modification prior to updating the database.
- c. Any orders issued prior to the effective date of a price change will be honored at the prices stipulated within the order.

8. Delivery

- a. The vendor will establish "Days ARO" (days to ship after receipt of order) or may provide inventory availability (quantity on hand ready for shipment), for each item in the database. Contractors shall honor the posted delivery times shown at the time the order was placed by the customer. Contractors may change the database delivery schedules at any time and are not required to notify the contracting officer. Orders will be filled within the timeframe posted on DoD EMALL at the time the order was placed. Contractors who fail to meet shipping time frames can be suspended from DoD EMALL participation.

b. Urgent or High Priority orders shall be shipped within 24 hours ARO. Urgent or High Priority orders are identified as *Issue Priority Group I (IPG I)* requirements (i.e., Priority Designators 01, 02 and 03) citing Not Mission Capable Supply indicators of 999, N__ or E__ and/or Office of the Secretary of Defense/Joint Chiefs of Staff projects codes beginning with “9.”

9. Shipping.

- a. The customer will provide shipping addresses for each order placed through the DoD EMALL system.
- b. Shipment shall be made via a traceable means. Shipment via parcel post is not authorized.
- c. Domestic Shipments – Material shall be shipped to the address cited on the order.
- d. Overseas Shipments (OCONUS) – The vendor may request an in-the-clear shipping address and ship material directly overseas, or material may be shipped to a Container Consolidation Point (CCP) for forwarding overseas. See Clauses 52.247-9G05, 52.247-9G06, and 52.247-9G08 for instructions on shipping to a CCP.

10. Order Status

Order status shall be provided using the vendor’s current customer support system.

11. Surge Capacity and DPAS Ratings

At a future time, based on mutual agreement between the government and the vendor, a surge capability may be established based on projected needs for items cross referenced to an NSN. Recognizing the unique requirements of the Department of Defense (DoD) and its national security role, those vendors offering NSN items for which surge requirements may arise in time of national emergencies or deployment of DoD resources, will be requested to participate. If additional inventory is required to support surge requirements identified by the contracting Officer, the cost of surge inventory will be negotiated with the vendor separately. The vendor shall be able to respond to shifting Priority Allocations within the DPAS rating system for any non-commercial end items on contract (Ref: FAR 11.603).

12. Product Quality

In addition to the quality terms specified in 52.212-4, the following applies. The vendor shall supply the exact item specified in the delivery order. If unable to provide the exact item specified, the order must be rejected. No unauthorized substitutions are allowed. Surplus, reconditioned remanufactured, or rebuilt material is not permitted.

13. Phase-in Period

Contractor must be prepared to accept, transmit, and process orders within 45 days after the effective date of the contract. During this period, two tests will be performed with the EMALL. The first test will be with the EMALL search engine to ensure catalog interoperability. The second test will be an end to end test where an item will be purchased from the vendor through the EMALL system. If complete functionality is not attained during the 45-day time frame, either party may withdraw from this contract at no cost to either party, with written notice.

14. Adding/Deleting Products After Contract Award:

After contract award, the vendor is authorized to submit requests for addition of new or replacement parts to the DoD EMALL. These requests must be accompanied by a spreadsheet with f.o.b. destination prices, part numbers, item descriptions and proposed delivery dates. Additionally, the information requested under Section IV, "Proposal Preparation", "Price", paragraph 1, shall be furnished to the Contracting Officer.

The Contracting Officer will screen the new products or additional items for compliance with mandatory source requirements. The Government will **exclude** any catalog items that are the exact same product offered through JWOD, UNICOR or other mandatory sources. If the vendor plans to distribute items from any of the mandatory sources, those items will be allowed to stay in the catalog. Proposed items will also be excluded if they are already covered under existing Requirements Type Contracts (RTCs).

Upon approval of the additional items, the Contracting Officer will provide written authorization to the vendor to add the new items to the DoD EMALL.

The vendor is authorized to unilaterally delete items from the DoD EMALL; however, orders placed prior to deletion of the item shall be filled.

15. Performance

The Defense Logistics Agency will evaluate performance of participating members periodically. Price, Delivery, Quality, and conformance to the DoD EMALL contract will be reviewed. Vendors failing to comply with the material conditions of this contract will be suspended from the DoD EMALL until the vendor demonstrates, to the satisfaction of the Contracting Officer, plans for improving performance. Also see FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS.

16. Mapping of Commercial Part Numbers to National Stock Numbers (NSNs)

If a successful vendor wishes to have their catalog part number cross referenced to an National Stock Number (NSN) after award, the following information shall be forwarded in an Excel or text delimited spreadsheet electronically to DLIS at droobol@dlis.dla.mil :

Catalog Part Number
 Manufacturer's name
 Manufacturer's CAGE
 Item Name
 Item Description
 NSN

The vendor is required to insure that the item offered is fully equivalent to all applicable specifications for the NSN, including packaging, testing, and/or any other requirements. DSCR will conduct a validation process prior to posting the NSNs to the EMALL. If at anytime, the vendor discovers that the NSN assigned by the mapping process does not meet all or parts of the applicable specifications for the NSN, including packaging, testing, or other specific requirements, the contractor/vendor will notify the contracting office within 15 days. Failure to do so could result in suspension from the program. NOTE: The Government reserves the right to not cross reference NSNs for some classes of items, including critical and weapon system coded items.

17. Designating Environmentally Preferable Products:

The Department of Defense and Civil Agencies encourage procurement of environmentally friendly products. Products that meet specific standards are identified with a "Green Tree" symbol to help government personnel readily identify these items when shopping on the DoD EMALL. Contractors awarded a contract as a result of this solicitation may "self declare" that their products meet or exceed one or more of the environmental standards that have been approved for use by DLA. These standards include:

- a. Comprehensive Procurement Guidelines (CPG) – This designation applies when an item meets or exceeds Product Comprehensive Procurement Guideline – Recovered materials Advisory Notices (RMAN). A list of products meeting this criterion is located at <http://www.epa.gov/epaoswer/non-hw/procure/index.htm>.
- b. Energy Efficient Products (EE) – This designation applies when an item meets or exceeds Department of Energy (DOE) Products Standards – products in the top 25 percent of energy efficiency for all similar products, or at least 10% more efficient than required by DOE standards, or that meet efficiency criteria of the EPA FDOE Energy Star label. See URL: <http://www.eren.doe.gov/femp/procurement/begin.html> for Energy Efficient Products.
- c. DOE Water Conserving Products – This designation applies to plumbing fixtures that meet or exceed the DOE Federal Energy Management Program (FEMP) recommended performance standards for flow rates, and are in the upper 25% of energy efficiency of that product group. See URL: <http://www.eren.doe.gov/femp/procurement/begin.html> for a list of and DOE Water Conserving Products.
- d. State of California Low Volatile Organic Compound (VOC) Products – Any product that meets the VOC January 2000 content requirements that are established in the California South Coast Air Quality Management Source Specific Standards and are more strict than the Federal VOC content limits, established per the CAA Section 18(e), and meet mandated EPA Clean Air

Act sec 183 standards may be identified with the “green tree”. See URL: <http://www.arb.ca.gov/drdb/sc/cur.htm> for State of California Low Volatile Organic Compound (VOC) Products.

When a vendor “self declares” that its products meet one or more of the above criteria, a list of the declared products with the applicable standard(s) shall be provided to the contracting officer prior to having this information loaded unto the DoD EMALL. If the vendor asserts products offered under the DoD EMALL are environmentally friendly and meet a criteria other than one of those specified above, the criteria shall be provided to the contracting officer for evaluation.

The vendor is responsible for notifying the contracting officer if the part designated with a “Green Tree” no longer meets the requirements for this designation. Failure to do so could result in suspension from the program.

SECTION III

SOLICITATION CLAUSES

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items. (AUG 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

 (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I to 52.219-5.

 (iii) Alternate II to 52.219-5.

 X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

 X (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

NOTE: When aggregate sales amount to \$500,000 **after** contract award, the Contracting Officer will request submission of a subcontracting plan. Within fifteen (15) calendar days of this request, either a subcontracting plan, in accordance with FAR 52.219-9, or evidence to establish that no subcontracting plan will be required, shall be furnished to the Contracting Officer. Failure to respond to the Contracting Officer's request may result in suspension from the DoD EMALL. Where a commercial product is offered and a company/division wide plan has been previously submitted and approved, the vendor shall submit a copy of the approved plan along with evidence of prior approval. To facilitate and expedite the processing of a subcontracting plan, the vendor shall furnish

the data elements in the same sequence as set forth in paragraph (d) of 52.219-9. The Contracting Officer (CO) will provide a letter to the Contractor when approval has been granted or if additional details are needed.

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii)___ Alternate I of 52.219-23.

X (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

___ (16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(I)(2)(C)).

___ (17) 52.225-1, Buy American Act –Balance of Payment Program –Supplies (41U.S.C. 10a-10d).

___ (18)(i) 52.225-3, Buy American Act— North American Free Trade Agreement – Israeli Trade Act --Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii)Alternate I of 52.225-3.

(iii)Alternate II of 52.225-3.

___ (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121 and 13129).

___ (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X (23) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

___ (24) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

X (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332). (Applicable when vendor will be paid directly by Government Credit Card.)

___ (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

___ (6) 52,222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.)
(End of Clause)

**252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS
OF COMMERCIAL ITEMS (MAR 2000)**

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

 X 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

- _____ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ___X___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ___X___ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ___X___ 252.225-7007 Buy American Act-Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ___X___ 252.225-7012 Preference for Certain Domestic Commodities.
- ___X___ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ___X___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- _____ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- _____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- _____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ___X___ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ___X___ 252.225-7036 Buy American Act—North American Free Trade Agreement Implementation Act--Balance of Payments Program (___ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- _____ 252.227-7015 Technical Data—Commercial Items (10 U.S.C. 2320).
- _____ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ___X___ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).
- ___X___ 252.247-7023 Transportation of Supplies by Sea
 ___ Alternate I
 ___ Alternate II (10 U.S.C. 2631)
- ___X___ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
- 252.247-7024 Notification of Transportation of Supplies by Sea (10
U.S.C. 2631)
(End of Clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

(a) *Definitions.* As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, Offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of Clause)

Mandatory Sources (DLSC HQ, February 1999)

a. The Government is statutorily obligated to purchase items provided by Javits-Wagner-O'Day (JWOD) sources solely from them. These sources are nonprofit agencies, designated by the Committee for Purchase from People Who Are Blind or Severely Disabled ("the Committee"), that are associated with either the National Industries for the Blind (NIB) or NISH, formerly National Industries for the Severely Handicapped. A contractor receiving an award under this solicitation is required to remove such items from its catalog/storefront. This requirement does not apply if the contractor is an officially authorized JWOD distributor, and acquired such items from JWOD sources. This screening and exclusion of items from your offer is also required for Federal Prison Industries, Inc. (UNICOR) items.

b. Offerors should contact the Committee at info@jwod.gov or by fax at 703-603-0655 to obtain information on commercial items that must be excluded in accordance with the above policy. Offerors may access the UNICOR Procurement List at <http://www.unicor.gov/> for similar information regarding items that may only be purchased from Federal Prison Industries, Inc. DLA will screen and remove any items that DLA is required to purchase under existing DLA Requirements-Type Contracts.

c. FAR 8.003 mandates the use of FAR Clause 52.208-9, CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY, incorporated herein, in all solicitations and contracts that require a contractor to purchase supply items for Government use that are available from JWOD/NIB/NISH sources. The clause reiterates that the JWOD Act's (41 U.S.C. 46-48c) restrictions have applicability, whether the purchase is made directly by the Government or through a contractor.

d. Offerors are encouraged to offer, stock, and distribute NIB/NISH articles. Such an arrangement could be limited to the NIB/NISH items deleted from the contractor's database, or it could include a variety of other JWOD items. Contact the contracting officer for further details.

(End of Clause)

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

0% Percent increase

0% Percent decrease

This increase or decrease shall apply to ALL ITEMS ORDERED.*
(End of Clause)

52.211-9G33 POPS - COMPUTER COMPATIBILITY DSCR (NOV 1998)

(a) In support of the Paperless Ordering Placement System (POPS), the awardee will be required to have a compatible computer system capable of accepting our offers and processing Electronic Data Interchange (EDI) transactions. The American National Standards Institute's (ANSI) X12 Standard will be utilized for formatting the EDI transactions. The EDI system must be available for on line processing not later than 30 days after date of award.

(b) The computer system must also be Year 2000 (Y2K) Compliant. Year 2000 compliant, used with respect to technology, means that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it.

(c) The following ANSI X12 transaction sets are currently sent, received, and processed by the Defense Supply Center, Richmond: 850 Purchase/Delivery Order Transaction Set.

(d) Awardee must be capable of sending, receiving, and processing the above ANSI X12 transaction sets and have an electronic mailbox on a DAASC certified Value Added Network (VAN).

(e) Information regarding EDI, ANSI X12 transactions, and DAASC approved VANs can be obtained from the DAAS web site by going to <http://www.daas.dla.mil>, then select SYSTEMS&SERVICES, next select EC/EDI, and lastly Select DAASC's VAN LIST.

(f) Specifics of the POPS System can be obtained from:
Defense Supply Center,
Richmond Directorate of Business Management
ATTN: DSCR-RZP, Chawn Harris
8000 Jefferson Davis Highway
Richmond, VA 23297-5515
(Phone: (804) 279-5953)

(g) The POPS implementation convention can be viewed by going to the DSCR web site at www.dscr.dla.mil/edi/pops/pops.htm.

(h) The following vendor EDI/Y2K information applies (vendor fill-in):

Point(s) of Contact:	_____
Phone Number(s):	_____
Value Added Network (VAN):	_____
ISA07 Qualifier:	_____

ISA08 Identifier:

GS03 Identifier:

(End of Clause)

52.211-9G38 PACKAGING, PACKING, AND MARKING ASTM D3951-98 DSCR (MAR 1999)

Preservation, Packaging, Packing, and Marking for overseas or domestic shipments shall be in accordance with ASTM D3951-98.

(End of Clause)

52.211-9G45 POPS - SPECIAL MARKING INSTRUCTIONS DSCR (JUN 1999)

NOTICE FOR DIRECT VENDOR DELIVERIES: In addition to the requirements of paragraph 5.1.6.2, Markings of ASTM D3951-98, markings on exterior shipping containers will contain as a minimum the NSN, requisition number, and the contract delivery order number. These markings are to be applied through stenciling or other means, directly to the exterior shipping container or included in the body of the invoice/shipping document which will be permanently affixed to the exterior shipping container. Regardless of method used, all markings must be visible to receiving personnel. When the total number of containers going to the same destination exceeds either 250 pounds (excluding pallet) or a volume of 20 cubic feet, then palletization is required except for 55 gallon drums.

(End of clause)

52.211-9G50 ORDERING OFFICE AND TIME OF DELIVERY DSCR (NOV 1996)

Delivery orders will be issued by DLA customers and shall specify date of delivery which will not be less than the delivery stated in the contractors commercial catalog which will be specified the EMALL: FOB DESTINATION for DVD.

(End of Clause)

52.213-1 FAST PAYMENT PROCEDURE (FEB 1998)

(a) *General.* The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) *Responsibility for supplies.*

(1) Title to the supplies passes to the Government upon delivery to –

(i) A post office or common carrier for shipment to the specific destination; or

(ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall --

(i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and

(ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice.

(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall –

(i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and

(ii) Display prominently on the invoice ***"Fast Pay."***

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall prepare the receiving report on the prescribed form or, alternatively, shall include the following information on the invoice, in addition to that required in paragraph (c)(1) of this clause:

(i) A statement in prominent letters ***"No Receiving Report Prepared."***

(ii) Shipment number.

(iii) Mode of shipment.

(iv) At line item level --

(A) National stock number and/or manufacturer's part number,

(B) Unit of measure;

(C) Ship-To Point;

(D) Mark-For Point, if in the contract; and

(E) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:

(i) Ship-To Point.

(ii) Mark-For Point.

(iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) *Certification of invoice.* The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) *Fast pay container identification.* The Contractor shall mark all outer shipping containers "**Fast Pay.**"

(End of Clause)

52.213-1 FAST PAYMENT WITH COMMERCIAL ACQUISITIONS DSCR NOTE

The terms and conditions in FAR Clause 52.213-1 (Sec I) take precedence over paragraphs (a), (I), (j), (n), (o), and (p) of FAR Clause 52.212-4.

52.213-1 POPS - FAST PAY NOTICES DSCR NOTE (MAR 1998)

(a) Paragraph (c)(5) of FAR 52.213-1 is deleted and replaced with the following: Where a receiving report is not required; a copy of the invoice (or for POPS contracts, a commercial packing slip) will be included in each shipment.

(b) Fast pay procedures only apply to direct shipment delivery orders (i.e., points other than stock locations) not exceeding \$25,000 with inspection/acceptance at destination.

(End of Note)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from:

From: Effective Date of Award
Through: 365 days from Contract Completion, not to exceed TEN years with options exercised

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

DSCR NOTE: The Government does not intend to issue delivery orders by mail. Orders will be issued via EDI or encrypted email (for credit card orders only).

(End of Note)

52.216-19 ORDERING LIMITATION (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **one** each DVD or **one** each stock, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of **\$25,000**,

(2) Any order for a combination of items in excess of **\$25,000**; or

(3) A series of orders from the same ordering office within **1 day** that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for a base period stated, in the schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period;

provided, that the Contractor shall not be required to make any deliveries under this contract after **one year from the expiration date of this contract or final scheduled delivery date under any delivery order placed hereunder, whichever is later.**

(End of clause)

52.216-9G17 DOD ELECTRONIC MALL (EMALL) CONTRACT PRICING DSCR (APR 1999)

(a) Definitions:

(1) **VENDOR CATALOG PRICE** - The vendor's price for an item based on its current catalog or published price list used with their regular commercial customers less the discount specified in Part V of the vendor's proposal. Vendor catalog prices shall be the best available commercial prices for the most favored customers for similar quantities and terms.

(2) **VENDOR EMALL PRICE** - The price the customer sees for an item in the EMALL. This price is the vendor catalog price plus the DLA Cost Recovery Rate (CRR) established by the contracting officer (**3% effective October 1, 1999**), any applicable taxes, and transportation costs.

(b) Price Changes -

(1) Increases:

(i) The vendor is limited to price increases of no more than 5% cumulatively over a 12-month period. (NOTE: This percentage threshold may be a result of a one-time price increase or a cumulative increase over a 12-month period commencing at the contract award date). The contracting officer must be notified in writing 30 days prior to the effective date of any increase in price.

(ii) Any increase over **5%** is subject to the contracting officer's approval and must be based on evidence furnished by the contractor to show equivalent increases in cost. Verifiable catalog or published list prices must be provided to the contracting officer which supports the item's discount structure; or any other information deemed appropriate by the contracting officer. An increase in the commercial catalog/published list price does not automatically authorize an increase in the vendor catalog price, unless this change results in less than a **5%** cumulative increase over a **12-month** period. Any one-time increase or cumulative increases exceeding **5%** within a **12-month** period will require incorporation into the contract by a bilateral modification.

(2) **Decreases:** the contractor may make Decreases to vendor catalog prices at any time during the contract performance without prior notification to the contracting officer.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30** days; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least **60** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **10 years**.

(End of Clause)

**52.217-9G08 OPTION TO EXTEND THE TERM OF THE CONTRACT –
SUPPLIES DSCR (JUL 2000)**

(a) If the Government exercises the option to extend the term of this contract as allowed by Clause 52.217-9, the extended contract shall be considered to include this option provision. Each exercise of this option, if any, will extend the term of this contract by 12 months.

(b) THE OFFEROR AGREES TO FURNISH DURING THE OPTION PERIOD THOSE ITEMS CITED IN THE SCHEDULE AT UNIT PRICES AS INDICATED BELOW:

CAUTION: Failure to indicate one of the following may result in rejection of your offer.

☐ Option years are acceptable.

☐ Option years are not acceptable.

(End of Clause)

**52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY
DATA (JAN 1997)**

(a) "*Hazardous material*," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award,

a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to –

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) *Definition.* "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq.). The Standard requires that the hazard-warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

	MATERIAL (If None, Insert "None.")			ACT	

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of Clause)

52.223-9G01 – MATERIAL SAFETY DATA SHEETS AND HAZARDOUS WARNING LABELS DSCR (MAR 2000) ALT I

(a) This clause is used in conjunction with FAR Clause 52.223-3, Hazardous Material Identification and Material Safety Data, and DFARS Clause 252.223-7001, Hazard Warning Labels. In the event of any perceived ambiguities in the contents of these clauses, DSCR Clause 52.223-9G01 ALT II takes precedence.

(b) A Material Safety Data Sheet (MSDS), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, and a hazard warning label (HWL) (when specified by terms of DFARS Clause 252.223-7001) shall be provided to DSCR for any item of hazardous material to be furnished under the terms of this agreement/contract.

(1)Data shall be submitted in accordance with Federal Standard No. 313, whether or not the offeror is the actual manufacturer of these items. Failure to comply with submission of the Material Safety Data Sheet will result in the contractor being considered ineligible to provide future requirements for hazardous material under this agreement/contract.

(2)The contractor shall submit an MSDS (and HWL, if required) under the agreement/contract either:

(i) before award with its proposal (SUBMISSION UNDER THIS OPTION IS LIMITED TO NO MORE THAN 15 ITEMS), or

(ii) before shipping the hazardous item, per instructions in paragraph (d)(2) below.

(3) Once submitted under the terms of this agreement/contract, the MSDS and HWL will be valid for the term of the agreement/contract, unless the MSDS or HWL does not conform to the requirements stated in paragraph (b) above, or there is a change in the composition of the item or the requirements of Federal Standard No. 313. If the MSDS or HWL does not conform to the stated requirements, the contractor shall submit a corrected MSDS or HWL upon request by DSCR. If the composition of the item or the requirements of Federal Standard 313 change after submission of the MSDS, the contractor shall submit a new MSDS in accordance with paragraph (e) of FAR Clause 52.223-3.

(4) The MSDS, or an attachment to the MSDS, must cite the agreement/contract number (to include call/order number), the applicable CAGE code of the manufacturer, the part number, the National Stock Number (NSN) (if known), and the annotation "DOD EMALL." These markings will alert DSCR to process the MSDS quickly as the material is in route to the customer.

(5)The MSDS (and HWL, if required) shall be submitted to the Contracting Officer as specified in paragraphs (c) and (d)(2) below. The MSDS (and the HWL, if required) shall accompany hazardous shipments.

(c) Notwithstanding paragraph (4) of Federal Standard 313C (1 March 1988), the contractor shall submit the MSDS and accompanying HWL, if any, to –

Defense Supply Center Richmond
 ATTN: DSCR-CGA (Eileen Wilck)
 8000 Jefferson Davis Highway
 Richmond, VA 23297-5325
 FAX No. 804-279-3715
 e-mail: ewilck@dscr.dla.mil
 e-mail: kwilgus@dscr.dla.mil (alternate)

This will satisfy the contractor's responsibility to submit an MSDS (and HWL, if required) as stipulated by Federal Standard 313, FAR Clause 52.223-3, and DFARS Clause 252.223-7001.

(d) For calls/orders for a hazardous item placed by a Government activity (either directly from the customer or through a DLA procurement office) for delivery under the terms of this agreement/contract –

(1) If an acceptable MSDS (and HWL, if required) for the item to be supplied under this order HAS BEEN submitted by the contractor under the terms of this agreement/contract in accordance with paragraph (b)(2)(i) above, the order may be accepted and the item may be shipped.

(2) If an acceptable MSDS (and HWL, if required) for the item to be supplied under this call/order HAS NOT BEEN submitted by the contractor under the above terms of this agreement/contract in accordance with paragraph (b)(2)(i) above:

(i) Shipment shall not be made until the required hazardous documents have been submitted to the Contracting Officer.

(ii) Contractor shall provide the MSDS/HWL to the Contracting Officer via:

FAX No. 804-279-3715, mail or email.

(iii) If an HWL is required and the material is subject to labeling requirements of one of the acts at paragraph (b) of DFARS Clause 252.223-7001, the contractor shall identify on the HWL which act the labeling requirement is under.

(End of Clause)

52.247-34 FOB DESTINATION (NOV 1991)

**52.247-9G05 USAF SHIPMENTS TO A CARGO ASSEMBLY POINT/CONTAINER
 CONSOLIDATION POINT (CCP) DSCR (NOV 1999)**

101 CCP, NEW CUMBERLAND, PA
 301 CCP, FRENCH CAMP, CA

(a) Except for categories set forth in (c) below, supplies called for in this contract are scheduled for delivery to a container consolidation point (CCP). Complete shipping instructions

will be furnished by the Transportation Office supporting the Contract Administration Office (CAO).

(b) Application form for export clearance/export traffic release, DD Form 1659, is required for each shipment to the CCP. This form is available via the Internet at <http://web1.osd.mil/icdhome/DDEFORMS.htm> or may be requested from the responsible CAO. A clearance is not required for parcel post eligible shipments; ship to the "parcel post address."

(c) The following categories of supplies will not be forwarded to the CCP unless specifically authorized. In these instances, notify the Transportation Office of CAO for amended shipping instructions and, if necessary, modified packing requirements.

- (1) Cargo requiring refrigeration/temperature control.
- (2) Classified or sensitive items requiring signature service.
- (3) Radioactive materials.
- (4) Type 1 shelf life items.
- (5) Transportation Priority (TP) 1.
- (6) Parcel post eligible shipments via APO addressee.
- (7) Volume is 1600 cu ft (or more) or weight is 24,000 lbs. (or more) for one consignee code.
- (8) Any one dimension of an individual piece exceeding 456 L, 89 W, or 88 H (inches).

(d) Notwithstanding the preparation for delivery provisions cited elsewhere in this solicitation/contract/purchase order, commercial packaging/packing provisions (ASTM D3951-98) are applicable to shipments to the CCP, except -- shipments to the CCP of petroleum products, liquid substances, and materials defined as hazardous shall be packaged in accordance with United Nations regulations.

(e) All shipping documents (Government or commercial bills of lading or other delivery documents) shall be annotated in the description of articles space by the Contractor with:

- (1) Transportation Control Number (TCN);
- (2) RDD, Project (if any), TP;
- (3) Ultimate consignee code and address (see "Added Marking For Freight Shipping").

(f) One copy of the contract shall be attached to the #1 shipment container in a waterproof envelope.

(g) For all shipments to CCP, NEW CUMBERLAND, PA, annotate on the CBL/GBL, "Carrier to call (717) 770-6969/7172 at least one day preceding delivery."

(End of Clause)

**52.247-9G06 ARMY SHIPMENTS TO A CARGO ASSEMBLY POINT/ DSCR
CONTAINER CONSOLIDATION POINT (CCP) (NOV 1999)**

101 CCP, NEW CUMBERLAND, PA
301 CCP, FRENCH CAMP, CA

(a) Except for categories set forth in (c) below, supplies called for in this contract are scheduled for delivery to a container consolidation point (CCP). Complete shipping instructions will be furnished by the Transportation Office supporting the Contract Administration Office (CAO).

(b) An application form for export clearance/export traffic release, DD Form 1659, is required for each shipment to the CCP. The form is available via the Internet at <http://web1.osd.mil/icdhome/DDEFORMS.htm> or may be requested from the responsible CAO. A clearance is not required for parcel post eligible shipments; ship to the "Parcel Post Address."

(c) The following categories of supplies will not be forwarded to the CCP unless specifically authorized. In these instances, notify the transportation office of CAO for amended shipping instructions and, if necessary, modified packing requirements.

- (1) Cargo requiring refrigeration/temperature control.
- (2) Classified or sensitive items requiring signature service.
- (3) Radioactive material.
- (4) Type 1 shelf life items.
- (5) Items for shipment via:

Air (TP 1) - Palletized or unitized, exceeding 96L x 87W x 96H (inches) or 10,000 lbs. Water (TP 2 or TP 3) - Any one dimension of an individual piece exceeding 456L x 89W x 88H (inches).

(6.)When volume is 1600 cu ft (or more) or weight is 24,000 lbs (or more) for one consignee code.

(d) Notwithstanding the preparation for delivery provisions cited elsewhere in this solicitation/contract/purchase order, commercial packaging/packing provisions (ASTM D3951-98) are applicable to shipments to the CCP, except -- shipments to the CCP of petroleum products, liquid substances, and materials defined as hazardous shall be packaged in accordance with United Nations regulations.

(e) All shipping documents (Government or commercial bills of lading or other delivery documents) shall be annotated, in the description of articles space, by the Contractor with:

- (1) Transportation Control Number (TCN);
- (2) Consignor Code: SP0400;
- (3) Ultimate consignee code (six digit code located below

"For Document Distribution Only" line;

- (4) Transportation Priority (TP) for each shipping unit.

(f) One copy of the contract/award will be attached to the #1 shipment container in a waterproof envelope for all CCP consignments.

(g) Shipments consigned to CCP, NEW CUMBERLAND, PA, will require CBL/GBL annotation, "Call (717) 770-6969/7172 for an appointment 24 hours in advance of delivery."
(End of Clause)

**52.247-9G08 NAVY SHIPMENTS TO A CARGO ASSEMBLY POINT CONTAINER
CONSOLIDATION POINT (CCP) (DSCR NOV 1999)**

301 CCP, FRENCH CAMP, CA
NAVY SHIPMENTS TO JAPAN, GUAM, AND HAWAII

(a) Except for categories set forth in (c) below, supplies called for in this contract are scheduled for delivery to a container consolidation point (CCP). Complete shipping instructions will be furnished by the Transportation Office supporting the Contract Administration Office (CAO).

(b) Application form for export clearance/export traffic release, DSCR Form 125 or DD Form 1659, is required for each shipment to the CCP. The form is available via the Internet at <http://web1.osd.mil/icdhome/DDEFORMS.htm> or may be requested from the responsible CAO. A clearance is not required for parcel post eligible shipments; ship to the "Parcel Post Address."

(c) The following categories of supplies will not be forwarded to the CCP unless specifically authorized. In these instances, notify the Transportation Office of CAO for amended shipping instructions and, if necessary, modified packing requirements.

- (1) Cargo requiring refrigeration/temperature control.
- (2) Classified or sensitive items requiring signature service.
- (3) Radioactive materials.
- (4) Type 1 shelf life items.
- (5) Release Unit (RU) shipments (10,000 lbs or more) or combination of Less-than Release Unit (LRU) shipments (1600 cu ft (or more) or 24,000 lbs (or more) for a single consignee code.
- (6) Items for shipment via:
 - (i) Air Eligible (TP 1) - Palletized or unitized, exceeding 96 L x 87 W x 96 H (inches) or 10,000 lbs.
 - (ii) Water Surface (TP 2 or TP 3) - Any one dimension of an individual piece exceeding 456 L, 89 W, or 88 H inches).

(d) Notwithstanding the preparation for delivery provisions cited elsewhere in this solicitation/contract/purchase order, commercial packaging/packing provisions (ASTM D3951-98) are applicable to shipments to the CCP, except -- shipments to the CCP of petroleum products, liquid substances, and materials defined as hazardous shall be packaged in accordance with United Nations regulations.

(e) All shipping documents (Government or commercial bills of lading or other delivery documents) shall be annotated in the description of articles space by the Contractor with:

- (1) Transportation Control Number (TCN);
- (2) RDD, Project (if any), TP;
- (3) Ultimate consignee code and address (see "Added Marking for Freight Shipping").

(f) One copy of the contract shall be attached to the #1 shipment container in a waterproof envelope.

(g) No appointment necessary - receiving hours are 0700-1400, Monday through Friday excluding holidays.

(h) Questions/concerns regarding CCP eligibility should be referred to DDJC-Sharpe Site, Chief, Packing and Shipping Branch, DSN 462-3558 or commercial (209) 982-3558 or FAX (209) 982-3986.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) <http://www.arnet.gov/far>

DoD Far Supplement (DFARS) <http://www.acq.osd.mil/dp/dars/dfars.html>

DSCR Master Solicitation <http://www.dscr.dla.mil/procurement/mastersol.htm>
organized as follows:

Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.

Section 2: Full text Quality Assurance Provision (QAPs)

Section 3: Shipping/scheduling information for freight shipments destined for stock locations (form P41 reference for freight shipments).

(End of Clause)

SECTION IV

SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

ADDENDUM

DSCR NOTE

The NAICS code has replaced the Standard Industrial Code (SIC) system. A conversion for SIC to NAICS is available at <http://www.census.gov/epcd/www/naicstab.htm> . The Small Business Size Standards matched to NAICS can be found at <http://www.sba.gov/size/NAICS-matched-with-size-stds-umbrella.htm>

(End of Note)

Proposal Preparation :

a) These instructions are intended to serve as a guide in the preparation of proposals in response to this solicitation. They describe the information which should be provided in the proposal. They are not intended to be all inclusive. Proposals should address your offer to meet the EMALL Program requirements.

b) Pages shall be typed and numbered on one side only. Proposals shall be labeled on the outside to identify the offeror's name and the solicitation number including amendments. All proposals should be submitted in three ring binders and should have an introduction, table of content, numbered pages and tabbing to quickly allow reviewer to locate specific topics. The government reserves the right to request additional supporting information. Please submit two copies. Data and price lists should be submitted using EXCEL spreadsheet or Access database files.

c) Proposals shall include the following sections, each starting on a new page.

SECTION I – Administrative

1) A completed and signed copy of the entire solicitation package. Particular attention should be paid to insure all provisions in Section IV and the following clauses in Section III (52.211-9G33, 52.217-9G08, 52.223-3, 52.223-11, 252.223-7001) are completed.

2) Complete the vendor Information sheet (Attachment 3 to the solicitation).

SECTION II – Price List

This section should contain an Excel spreadsheet or Access database, including at a minimum, f.o.b. destination prices, part number, item description and proposed delivery days.

SECTION III - Proposal Narrative

This section provides the detailed discussion of your capabilities necessary to allow for Government evaluation in accordance with the evaluation factors listed under 52.212-2, Evaluation – Commercial Items (Section V), including:

Price

1) Offerors shall submit the following information relative to their pricing methodology:

(A) For catalog items, a copy of or identification of the catalog or the appropriate pages and its date. Provide a copy or describe current discount policies (published or unpublished), e.g., wholesale, original equipment manufacturer, or re-seller. Also explain the basis of relationship of proposed prices to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. Describe the nature of the market as it affects pricing.

2) Describe whether your products meet the FAR Part 2.101 definition of commercial or whether they are military unique. If your proposed catalog has a mix of commercial/military unique items, describe how the items can be differentiated. The Government prefers a broad spectrum of items.

3) Provide your percent (%) discount offered off your price list for this program. Request you provide an explanation as to how the discount offered is derived. EMALL allows you to modify prices pursuant to clause 52.216-9G17 (Section III), set your own delivery, and use commercial packaging. Pricing should be very favorable.

4) Describe how prices are developed and list all charges included in your price. Describe your process for determining mark-up. Do you receive discounts from your suppliers? Will you pass those discounts to EMALL customers? Describe any minimum order requirements.

5) Describe your policy regarding price changes (i.e., frequency, basis for change, etc.) and how that policy will pertain to the award prices. Provide an estimate on any proposed percent increases in prices that may occur in the base or option year periods.

6) Furnish complete product descriptions with the proposed prices.

7) Indicate if the option clause, FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (at SECTION III), is acceptable.

Delivery

Describe delivery requirements for products offered to the EMALL program. Delivery time frames are left to the discretion of participating vendors. However, the EMALL is a competitive environment whereby delivery is of great importance to DLA customers. Delivery will be evaluated in accordance with the evaluation criteria stated in section IV. Therefore, Offerors are urged to provide their best delivery times available for both routine orders and surge and sustainment requirements. Special attention should also be given to addressing the following issues:

- 1) Provide delivery time frames in accordance with the requirements in paragraph 8 of the Statement of Work
- 2) If you are a distributor, and not the actual manufacturer, describe your firm's network of manufacturers/suppliers and your method for estimating delivery dates.
- 3) Describe your ability to rapidly escalate your operating tempo to support surge requirements, and maintain a level of sustainment. (Applicable only to items cross referenced to National Stock Numbers (NSNs) and designated by the Contracting Officer.)
- 4) Describe your procedures to provide order status, order tracing/tracking and respond to telephone inquiries for shipment status. Provide a point of contact, as well as an alternate POC, telephone number and email address for telephone inquiries.

Past Performance

- 1) Provide past performance information specified in 52.215-9G06(e), Section V.
- 2) Describe your past performance in subcontracting with small, small disadvantaged, women owned small business concerns, and JWOD entities, in the past two years.

Corporate Capabilities:

This section should be used to describe your corporate capabilities in a number of areas outlined below.

- 1) **Corporate History and Introduction.** Offerors shall provide a brief overview of their corporate history. The Offeror shall provide a written description on the firm's participation in similar, direct vendor delivery, or worldwide parts support arrangements. In this section, the contractor shall also furnish their cage code, a list of Federal supply class (FSC) codes offered for EMALL participation, applicable North American Industry Classification System (NAICS) code(s), and the approximate number of items to be included in the contractor catalog data base. If the offeror chooses the Regional Pricing Option, it shall be stated in this part of the proposal.
- 2) **Product Quality.** Offerors shall describe their quality system and whether it meets

internationally recognized commercial standards such as ISO 9000 or equivalent.

3) Product Warranty. Offerors shall describe their commercial warranty provisions and return/exchange programs for incorrect or defective materials.

4) EDI. The Offeror shall provide a written description on the firm's participation in similar EDI and electronic commerce programs. The offeror shall provide a written description of its ability to meet the Internet, email, and electronic ordering and invoicing requirements for participation in the EMALL. This discussion should include a complete description on your electronic commerce capabilities. The offeror shall include in this discussion how the firm will provide access to order status information on a near real-time basis. In addition, the offeror shall address ANSI X12 transaction sets now in use and which, if you are currently not using, will have the capability to use.

5) JWOD Support: Provide a description of your efforts to support JWOD entities as prescribed in the following provision:

52.215-9004 JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL DLAD (DEC 1997)

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).

(End of Provision)

6) Socioeconomic Support: Provide a description of your efforts to provide support to small, small disadvantaged, and women-owned small business concerns as prescribed in the following provision:

52.215-9002 SOCIOECONOMIC PROPOSAL**DLAD (MAR 1996)**

In addition to any subcontracting plan required by the clause 52.219-9:

(i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

(ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged and women-owned small business concerns during the contract period.

(iii) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged and women-owned small businesses.

(iv) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

(End of Provision)

(d) Submission of Proposals

The Defense Supply Center Richmond DoD EMALL solicitation remains in effect for one year from the issue date. Closing date and time for receipt of proposals are hereby established as 3:00 p.m. EST on the last business day of each month. Proposals may be submitted at any time during the solicitation period. Offerors shall submit one completed and signed copy of the solicitation, including all associated amendments, with their proposal. Address solicitation responses to:

**Defense Supply Center Richmond
Attn: DSCR-CGA/Eileen Wilck
8000 Jefferson Davis Highway
Richmond, Virginia 23297-5325**

NOTE: If using a private courier, such as UPS or Federal Express, the zip code for the DSCR address above should be changed to 23297-6100.

Questions may be directed to:

**Eileen Wilck
Telephone: 804-279-3034
Email: ewilck@dscr.dla.mil**

CURRENT EMALL PARTIPANTS: Contractors whose contracts were awarded by DSCR with an expiration date falling within the next 12 months must submit a new proposal for evaluation before their current contract expires. It is recommended that your proposals be submitted at least 90 days before the contract expires. Check your current contract for the expiration date. If you are unsure whether this is the last option year, contact the Contracting Office. Current EMALL participants are required to provide updated prices and delivery terms. All clauses must be filled in and the SF1449 signed.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government;

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____.

(5) Common parent.

_____ Offeror is not owned or controlled by a common parent;

_____ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it _____ is, _____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it _____ is a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of

manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it _____ is, _____ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following from each column):

Number of Employees	Revenues	Average Annual Gross
<input type="checkbox"/> 50 or fewer		<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100		<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250		<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500		<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750		<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000		<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000		<input type="checkbox"/> Over \$17 million

(7) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It _____ is, _____ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It _____ has, _____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) * Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It _____ has, _____ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It _____ has developed and has on file, _____ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It _____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the

United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":
Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals _____ are, _____ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) _____ Have, _____ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and _____ are, _____ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (NOV 1995)

(a)Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(2) Any contract resulting from this solicitation will include the Transportation or Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(3) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(4) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of Provision)

252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE’S REPUBLIC OF CHINA (FEB 2000)

(a) Definition. “People’s Republic of China,” as used in this provision, means the government of the People’s Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People’s Republic of China or the People’s Liberation Army of the People’s Republic of China owns more than 50 percent interest.

(c) Representation. By submission of an offer, the offeror represents that the People’s Republic of China or the People’s Liberation Army of the People’s Republic of China does not own more than 50 percent interest in the offeror.

(End of Provision)

52.225-7035 BUY AMERICAN ACT -- NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION --BALANCE OF PAYMENT PROGRAM CERTIFICATE DFARS (MAR 1998)

(a) *Definitions.* “Domestic end product,” “foreign end product,” “NAFTA country end product,” and “qualifying country end product” have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated in accordance with the policies and procedures of

Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications.*

(1) The offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

(insert line item number)

(insert country of origin)

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin)

(iii) The following supplies are other foreign end products:

(insert line item number)

(insert country of origin)

(End of Provision)

SECTION V

INSTRUCTIONS AND

EVALUATION CRITERIA

FAR 52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

X Price _____
X Delivery
X Past Performance (52.215-9G06)
X Corporate Capabilities: Corporate History
 Product Quality
 Product Warranty
 EDI
 JWOD support (52.215-9004)
 Socioeconomic Support (52.215-9002)

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Addendum to 52.212-2: Evaluation Factors for Award.

The Government's evaluation will be on a pass/fail basis after a review of each offeror's proposal to identify proposal strengths, weaknesses and deficiencies, and to determine the offeror's ability to satisfy the Government's requirements. On-site inspections and pre-award surveys may also be conducted to provide additional information for purposes of evaluation.

(1) Price

Price evaluation will be performed to determine that prices offered through the EMALL are fair and reasonable, and the offeror's pricing methodology will ensure that prices remain fair and reasonable throughout the contract period.

(2) Delivery

An evaluation will be performed to determine the offeror's ability to meet proposed delivery timeframes.

(3) Past Performance

See Provision 52.215-9G06.

(4) Corporate Capabilities -

This evaluation will include all relevant subfactors such as Corporate History, Product Quality, Product Warranty, EDI capabilities and commitment to support of JWOD, and Socioeconomic Support. These factors will be evaluated on a pass/fail basis.

52.215-9G06 EVALUATION AND AWARD DSCR (NOV 1999)

(a) AWARD. The Government intends to evaluate proposals and conduct discussions with all responsible offerors within the competitive range. The award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and represents the best value to the Government. Therefore, award may be made to other than the lowest priced or the highest technically rated offer.

(b) RELATIVE IMPORTANCE AND TRADE-OFFS. The Government will base the determination of best value on a comparative assessment of the offerors' prices, past performance, and the other evaluation factors identified elsewhere in this solicitation. The determination of best value also considers the relative importance of the evaluation factors. All evaluation factors, when combined, are:

- _____ significantly more important than cost or price. As other evaluation factors become more equal, the evaluated cost or price becomes more important.
- X approximately equal to cost or price; or
- _____ significantly less important than cost or price. As the evaluated cost/price becomes more equal, relative importance of all other evaluation factors becomes more significant.

The final award decision may involve a trade-off among cost or price and the non-price factors. Factors that may be considered in the trade-off process include, but are not limited to:

- Item criticality and weapons system application
- Delivery schedule and current inventory status
- Historical delivery or quality problems
- Concerns over limited supply sources and industrial base
- Benefits from obtaining new sources

(c) COST OR PRICE. The Government will evaluate the offered cost or price for cost realism, as defined in FAR 15.401, and reasonableness. The Government will add any other cost or price evaluation factors identified elsewhere in this solicitation (e.g. Buy American Act or FOB Origin transportation costs) to arrive at the offeror's evaluated cost or price. The evaluated cost or price will be used in conjunction with the other non-price factors to determine the best value to the Government.

(d) PAST PERFORMANCE EVALUATION FACTORS. The Government will use the past performance evaluation factors marked below in addition to cost or price and other

evaluation factors specified in the solicitation. Unless indicated otherwise, past performance is significantly more important than other non-price factors. Within the past performance subfactors, ABVS scores, when selected, will be weighed most heavily because of their relevance to DSCR awards. Quality history and delivery schedule compliance will be weighed more heavily than the remaining selected past performance subfactors. All other non-price evaluation factors specified in this solicitation weigh equally, unless otherwise indicated.

☐ ABVS Score (52.215-9G05)
☒ Quality History
☒ Delivery Schedule Compliance
☒ Javits-Wagner-O'Day (JWOD) (52.215-9004)
☐ Mentoring Business Agreements (MBA) (52.219-9002)
☒ Socioeconomic Support (52.215-9002)
☐ Other (specify) _____

(e) PAST PERFORMANCE. Past performance includes, but is not limited to, the offeror's record of conforming to contract requirements and standards of good workmanship; adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the customer's interest.

(i) Offerors may submit with their offer information on past and current Federal (non-DSCR), State and local government and private sector contracts performed by the offeror at the proposed performance location within the last three years that are similar in nature to this acquisition. Offerors electing to submit this data must furnish at least the following information: name and address of the contracting entity; the contract number; award and completion dates; the dollar value; the contract type; the items or services provided; two references, with title and phone number; and any problems encountered and the corrective action taken by the offeror.

(ii) By submitting past performance information, the offeror agrees to permit the Government's representatives to contact the listed references and inquire of the offeror's performance. If more than three contracts are identified, the Government reserves the right to randomly select and limit its review to three contracts. In addition to the information provided, the Government may consider information obtained from other sources when evaluating the offeror's past performance. Offerors will be given the opportunity to discuss negative past performance information obtained from references if the offeror has not had a previous opportunity to comment on that information.

(iii) In addition to the information above, DSCR will use the Automated Best Value System (ABVS) database information to evaluate quality and past performance on DLA awards.

(iv) Offerors with no past performance history (whether internal or external to the Federal government) will not be evaluated favorably or unfavorably.

NOTE: Quality History will be deemed acceptable if vendor has met all performance requirements with little or no quality problems. Any quality problems experienced must have been satisfactorily corrected.

Delivery Schedule Compliance will be deemed acceptable if contractor has demonstrated an on-time delivery history. Any problems experienced with delivery must have had little or no affect on delivery schedule compliance.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Indefinite Delivery, Indefinite Quantity (IDIQ) contracts resulting from this solicitation.

(End of Provision)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

52.233-9000 AGENCY PROTESTS (SEP 1999)

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protests filed under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

DSCR Note:

Executive Order 12979 encourages the use of Alternative Dispute Resolution in resolving Agency-level protests. Therefore, DSCR has in place a process to mediate Agency-level protests filed pursuant to Executive Order 12979. Mediation is a voluntary process where the parties meet with a third party neutral (the mediator) to discuss their positions and open a dialogue. The mediator does not make any decisions on the dispute, but rather helps the parties explore their concerns and possible avenues for solutions. Any mediation will occur at DSCR. A trained DSCR mediator who has not had previous personal involvement in the procurement will conduct the mediation. If resolution of the protest is not reached through the mediation process, the protest will be forwarded to the Chief of the Contracting Office for a written decision on the record. If an offeror wishes to file an Agency-level protest, but does not wish to engage in a mediation, the Agency-level protest should state that the protesting party does not wish to participate in a mediation and would like a decision on the written record.

(End of Provision)

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) <http://www.arnet.gov/far>

DoD FAR Supplement (DFARS) <http://www.acq.osd.mil/dp/dars/dfars.html>

DSCR Master Solicitation <http://www.dscr.dla.mil/procurement/mastersol.htm>
organized as follows:

Section 1: Full text of DLA clauses and provisions and DSCR clauses, provisions, and notices.

Section 2: Full text Quality Assurance Provisions (QAPs)

Section 3: Shipping/scheduling information for freight shipments destined for stock locations (DSCR Form P41 reference for freight shipments).

Section 4: Procurement Automated Contract Evaluation (PACE) Instructions

Section 5: Full text of Contract Data Requirements List (CDRLs)

Section 6: Special Packaging Instruction (SPIs) Drawings

Section 7: Full text of Individual Repair Parts Ordering Data (IRPODs)

DLA site with links to all <http://www.procregs.hq.dla.mil/icps.htm>
of the above

DSCR NOTE: Where only a portion of text is included in the solicitation document in order to provide or collect fill-in data or to append a DSCR note to a FAR/DFARS provision, the text as included in the solicitation is not intended to be represented as the full text of the provision.

(End of Provision)

SECTION VI

ATTACHMENTS

Attachment 1

Contractor-Hosted Catalog Approach

With this approach the contractor agrees to maintain their catalog database in-house. The Government will furnish the PartNet Software which is described below:

DATA FLOW AND SYSTEM INTERFACES FOR DoD EMALL

The PartNet process is basically a Network Information Broker system that provides “information about information”. This creates a virtual information network from many dissimilar databases across many different companies. The parts data comes directly from the supplier’s parts information database, ensuring that the user sees only the most accurate and up-to-date parts, pricing, and availability information. In addition to any technical specifications, pricing, or inventory availability information displayed by PartNet in response to a query, the vendor may also provide product data sheets, GIF images of the selected part, CAD models, and other information.

The PartNet ePort module runs on multiple database services and proxies the connection between each database and the EMall. The ePort is designed to run on Sun Solaris and Windows NT Server. Database support is for Oracle on Sun and ODBC compliant databases on Windows NT Server. The ePort also allows the database owner to maintain their data at their location and is provided by the government at no cost to those Contractors participating in the EMall.

Data Flow and System Interfaces -The PartNet catalog interface involves the PartNet software interfacing with the customer’s own catalog database. Orders placed through the EMall will be transmitted in an encrypted e-mail format, or via an EDI 850 transaction set.

Internet Access - Access should be outside the contractor’s firewall. If the contractor wants the server inside the firewall, they will have to allow access through the firewall for the port on which the PartNet System will access the server.

Database Structure – The vendor is free to create a database of parts with at least the Minimum Database Fields in section 4 above. Additional optional attributes are also allowed. Table and column naming is at the discretion of the vendor. PartNET can configure their software to conform to the database structure of the vendor’s database. The vendor may consult with PartNET technical support or reference PartNET ePort documentation for implementation of the following:

- keyword search support
- product classification support
- pricing tiers for quantity purchases
- regional FOB destination pricing
- unstructured product files (photos, pictures, drawings, data sheets, readme files, etc.)
- product detail records

PartNet ePort - PartNet will FTP or e-mail the ePort files to the vendor server when they are ready for installation.

Installation - PartNet will provide the necessary tools and support to perform the software installation at no charge to the vendor. The vendor will be responsible for populating their local database themselves.

Software License Agreement – Installation and use of the PartNET software constitutes acceptance of the PartNET license agreement.

Attachment 2

3rd PARTY NETWORK HOSTED CATALOG APPROACH – CATALOG LOADING FORMATS FOR DoD EMAIL

With this approach the contractor implements an agreement with a 3rd Party Catalog Hoster, who will maintain the catalog database 24 hours per day, seven days per week. The Government will furnish the PartNet Software to the 3rd Party or to the contractor who will provide it to the 3rd Party. The PartNet Software is described below:

DATA FLOW AND SYSTEM INTERFACES FOR DoD EMAIL

The PartNet process is basically a Network Information Broker system that provides “information about information”. This creates a virtual information network from many dissimilar databases across many different companies. The parts data comes directly from the supplier’s parts information database, ensuring that the user sees only the most accurate and up-to-date parts, pricing, and availability information. In addition to any technical specifications, pricing, or inventory availability information displayed by PartNet in response to a query, the vendor may also provide product data sheets, GIF images of the selected part, CAD models, and other information.

The PartNet ePort module runs on multiple database services and proxies the connection between each database and the EMall. The ePort is designed to run on Sun Solaris and Windows NT Server. Database support is for Oracle on Sun and ODBC compliant databases on Windows NT Server. The ePort also allows the database owner to maintain their data at their location and is provided by the government at no cost to those Contractors participating in the EMall.

Data Flow and System Interfaces -The PartNet catalog interface involves the PartNet software interfacing with the customer’s own catalog database. . Orders placed through the EMall will be transmitted in an encrypted e-mail format, or via an EDI 850 transaction set.

Internet Access - Access should be outside the contractor’s firewall. If the contractor wants the server inside the firewall, they will have to allow access through the firewall for the port on which the PartNet System will access the server.

Database Structure – The vendor is free to create a database of parts with at least the Minimum Database Fields in section 4 above. Additional optional attributes are also allowed. Table and column naming is at the discretion of the vendor. PartNET can configure their software to conform to the database structure of the vendor’s database. The vendor may consult with PartNET technical support or reference PartNET ePort documentation for implementation of the following:

- keyword search support
- product classification support
- pricing tiers for quantity purchases
- regional FOB destination pricing
- unstructured product files (photos, pictures, drawings, data sheets, readme files, etc.)
- product detail records

PartNet ePort - PartNet will FTP or e-mail the ePort files to the vendor server when they are ready for installation.

Installation - PartNet will provide the necessary tools and support to perform the software installation at no charge to the vendor. The vendor will be responsible for populating their local database themselves.

Software License Agreement – Installation and use of the PartNET software constitutes acceptance of the PartNET license agreement.

Attachment 3**Vendor Information**

Cage Code:	_____
Vendor Name:	_____
Address:	_____

FSC(s) and/or brief description of items, (include minimum order value, payment discount terms and number of items for inclusion of the DoD EMALL):

Points of Contact	<u>Title</u>	<u>Phone/FAX</u>	<u>E-Mail</u>

(Be sure to include a Primary and Alternate POC as well as an EDI support POC.)

On which database would you like your catalog to reside? (Select one.)

☐ **3rd Party Network Hosted Catalog Database.** This means the contractor provides product information to a Third (3rd) Party Catalog Host. **Third Party Service Provider:**

☐ **Contractor-Hosted In-House Catalog Database.** This means the contractor will maintain his data in-house and ensure continuous access to it by EMALL customers.

How do you wish to receive payment? (You may select one or both.)

☐ **Government Purchase Credit Card.** This means that delivery orders will be in a text format that is encrypted and transmitted through E-Mail. The Government shopper's credit card number and expiration will be provided on the delivery order. The contractor must charge this card and rebate the cost recovery

charge back to the Government.

Vendor Information

☐ **DFAS Invoices.** This means that delivery orders will be received through EDI*. The contractor must provide DFAS with an invoice for products delivered.

* This contract will require the offeror to transmit invoices electronically. This involves the offeror entering into a Trading Partner Agreement with DFAS-Columbus Payment Office and conforming to the ANSI X12 Standards, Version 3050, as specified by DFAS-Columbus. For a complete package of information, the offeror should call DFAS-CO-RVA at (614) 693-6507 or fax in a request at (614) 693-6519. Please annotate below your POC at DFAS and the date of contact.

☐ **Government Purchase Credit Card and DFAS Invoices..** If this option is selected, information in both of the above blocks applies and contractor must complete the above fill-ins.

EDI Information:

Sender ID data (IS segment): _____ EDI VAN: _____
 ID Number: _____ EDI Translation Software: _____
 Receiver Qualifier (ISA07): _____ EDI Software Version: _____
 Receiver ID (ISA08): _____ EDI transaction Set Capabilities*: _____
 Password: _____ ANSI X12 Version: _____

Other Information (check all that apply):

* EDI Transaction Set Capabilities:

- () Regional Pricing: () By Zip, Zone, or Geographical Region.
 () By Economic Order Quantity (EOQ).
 () By Method of Shipping.

824	836
840	864
850	865
855	997

- () Regional Catalog Only. Geographical Regions are:

- () Regional Catalog and Regional Pricing.

Attachment 4

Catalog Loading Format for DOD EMALL			
<u>Field (EMALL Name)</u>	<u>Field Length</u>	<u>Type Field</u>	<u>Comments</u>
Product Name	120	AN	
Part Number (Catalog Number)	30	AN	
Product Description (Description)	550	AN	
Price	14,2	N	
Days ARO	4	N	
National Stock Number (NSN)	14	AN	
Universal Product Code	14	AN	
Unit of Issue	2	AN	See Product UOMs for acceptable values
Items Per Unit of Issue	10	N	
Manufacturer Name (Manufacturer)	80	AN	
Manufacturer Part Number (Mfgr Part No)	30	AN	
Trade Name	90	AN	
Long Product Description (Item Expanded Description)	2000	AN	
High Resolution Image	80	AN	gif and jpg images supported
Low Resolution Image	80	AN	gif and jpg images supported
Classification Name	80	AN	
Environmental Attribute Code (ENAC)	1	Y/N	
Product Bulletins	2000	AN	
Product Dimensions: Length	8	N	
Product Dimensions: Width	8	N	
Product Dimensions: Height	8	N	
Product Dimensions UOM	2	AN	See Dimension UOMs for acceptable values
Shipping Dimensions: Length	8	N	
Shipping Dimensions: Width	8	N	
Shipping Dimensions: Height	8	N	
Shipping Dimensions UOM	2	AN	See Dimension UOMs for acceptable values
Country of Origin	3	AN	Ex. USA
OEM Supplier Name	35	AN	

FOB Point	30	AN	
Stock Availability	1	AN	Values can be A(Advise),H(High),L(Low)
Volume Discount 1	30,4	N	Ex. Quantity Break 5-24 (10.2% discount should be listed as 10.2)
Volume Discount 2	30,4	N	Ex. Quantity Break 25-49
Volume Discount 3	30,4	N	Ex. Quantity Break 50-99
Volume Discount 4	30,4	N	Ex. Quantity Break 100-249
Volume Discount 5	30,4	N	Ex. Quantity Break 250-499
Volume Discount 6	30,4	N	Ex. Quantity Break 500-above
Associated File:Specifications	80	AN	ASCII text files supported
Associated File:MSDS	80	AN	ASCII text files supported
Quoted Lead Time	3	N	Number of Days
Order Limits - Maximum	9	N	
Order Limits - Minimum	9	N	
Special Handling	80	AN	
Shipping Weight	9	N	
Shipping Weight UOM	2	AN	See Weight UOMs for acceptable values
Color	20	AN	
Supplier Product ID Number	30	AN	
Inner Pack Unit	20	AN	
Component Unit	20	AN	
Inner Packs per Unit of issue	6	N	
Components per Inner pack	6	N	
Brand Name	80	AN	
N = Numeric			
AN = Alphanumeric			
L = Logic			

NOTE: Fields in BOLD are required – All other fields are preferred, but are not mandatory.